

EXHIBIT 18

1 SUPREME COURT OF THE STATE OF NEW YORK
2 COUNTY OF NEW YORK - CIVIL TERM - PART 48
3 - - - - -X

3 BRENT SATTERFIELD,

4 Plaintiff,

5 - against -

INDEX
NUMBER:
650311/19

6 VSTOCK TRANSFER, LLC, AMERICA 2030 CAPITAL,
7 LLC(a/k/a BENTLEY ROTHSCHILD CAPITAL LTD
8 CORP.) And BENTLEY ROTHSCHILD CAPITAL LTD
9 CORP.


8 Defendants.

9 - - - - -X

10 Proceedings 60 Centre Street
11 New York, New York
12 January 23, 2019

12 B E F O R E :

13 HON. ANDREA MASLEY, J.S.C.


HON. ANDREA MASLEY
3/26/19

15 A P P E A R A N C E S :

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17 Attorneys for the Plaintiff
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24 New York, NY

25 Carolyn Barna
Senior Court Reporter
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1 THE COURT: In the matter of Satterfield against
2 Vstock Transfer.

3 Who's here?

4 MS. SALISBURY: Good afternoon.

5 Anne Salisbury, from Guzov, LLC. I'm counsel for
6 the plaintiff.

7 THE COURT: Okay.

8 MR. KOGAN: Good afternoon, your Honor.

9 Simon Kogan. I am counsel for America 2030, LLC.
10 I submitted an affirmation in opposition this
11 morning.

12 THE COURT: Wait.

13 Tell me again who you have. America 2030 and
14 Bentley Rothschild; right?

15 MS. SALISBURY: Your Honor, Vstock has told us that
16 they are not appearing, as they did not appear at the first
17 TRO.

18 THE COURT: Right. Okay.

19 And you are?

20 MR. SINGH: JT Singh. I'm also counsel for America
21 2030 and Bentley Rothschild. I'm the in-house general
22 counsel.

23 Simon will be arguing on our behalf.

24 THE COURT: Okay.

25 I have been on the bench all day so I did not

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1 receive your opposition. Tell me what your opposition is.

2 I didn't receive it.

3 MR. KOGAN: It was filed late this morning.

4 THE COURT: I'm sure you did, but I had a number of
5 other cases today. Could you help me out and tell me what
6 your opposition is.

7 MR. KOGAN: Your Honor, the basis of the opposition
8 is that this Court lacks jurisdiction to hear the case.
9 There is a binding arbitration clause in place. Arbitration
10 has already been commenced. Under those circumstances, I
11 submit that this proceeding should be stayed in favor of
12 arbitration.

13 THE COURT: Okay.

14 MS. SALISBURY: Your Honor, I submitted a reply
15 affirmation which I'm -- well, I'm sure you haven't gotten
16 it, but it's important because --

17 THE COURT: So tell me.

18 MS. SALISBURY: We received the opposition today,
19 even though it was due yesterday. I'm not blaming counsel,
20 I'm sure he was hired at the last minute, but we received it
21 today and we quickly filed reply papers and I have a copy
22 for you.

23 Let me address one of the main points they made
24 which was we did not give the company notice. We have many
25 pieces of proof that the company was given notice.

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1 Once your Honor signed the TRO on Friday afternoon,
2 we set about complying with your order, getting a process
3 server and Fed-Exing it, but we also e-mailed the company
4 from their web site, the legal address.

5 We got a call from a lawyer in response on Friday
6 afternoon saying he had received our e-mail. He was in
7 Baton Rouge, Louisiana. Mr. Stevens.

8 We called him three times, and did not -- we left
9 messages. That's the first piece of evidence that they had
10 notice.

11 The second piece of evidence that they had notice
12 is they filed this binding arbitration that was referenced,
13 they filed it on Tuesday. They just filed. It wasn't
14 pending. They got our motion and filed the arbitration. In
15 their filing, they mentioned this proceeding. They say you
16 need to arbitrate in Nevis in the Caribbean because --

17 THE COURT: It's a lot nicer weather there.

18 MS. SALISBURY: I'll go to Nevis.

19 And plaintiff is here in New York trying to get an
20 injunction.

21 THE COURT: Even if it is true there is an
22 arbitration claim, you can also get injunctive relief in
23 support of.

24 MS. SALISBURY: We have many arguments on our side
25 about the fraud here that was conducted, how the arbitration

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1 clause even itself was part of the fraud.

2 The third thing is after your Honor enjoined the
3 two defendants from transferring their stock shares just
4 pending today's hearing, somebody has been selling shares at
5 Bank of New York. We do not know, at this moment, who's
6 selling them because all we knew is that's where the shares
7 were held and 57,000 shares were sold since the injunction.

8 And I can't make a representation, obviously we
9 need discovery from Bank of New York about that, but, to me,
10 it's suspicious. They knew about this proceeding and they
11 were trying to sell the shares.

12 The fourth thing we have is one of the officers of
13 America 2030 -- sorry. Ms. Lata, L-A-T-A filed, right after
14 your Honor issued the order, a 13G statement with the SEC
15 with respect to the million plus shares that are still
16 restricted and are over at Vstock.

17 I don't know what the plan is, but I'm concerned
18 shares have been put into someone else's name, either
19 Ms. Lata or Val Skleroff (sic), who are the two principals
20 or Ms. Lata is the only officer of record, I think; it's
21 hard to tell. She's named as the London officer, but then
22 she's retired now. We don't have all the facts on that.

23 But I am concerned that these shares are being sold
24 anyway, that this is irreparable harm in the highest order
25 if the company survives this dumping of shares.

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1 They have already sold and made \$600,000 off a loan
2 where they paid \$65,000. They paid plaintiff \$65,000. So
3 far, they initially sold \$650,000 worth of stock that they
4 took as collateral for that loan and sold ten times the
5 amount of that loan and now they have a million and-a-half
6 more shares and want to sell those shares.

7 And because the stock price dropped so low as is in
8 the reply opposition papers, they have now called default on
9 the loan agreement saying oh, now that the stock share,
10 which is, by the way, a dollar after this dumping and is
11 threatening the company, so, we've paid ourselves back over
12 ten times the amount of the loan, we want the rest of the
13 millions, and you owe us money because even though you never
14 defaulted on your loan, our Master Loan Agreement says so.

15 It's a scam. It's happened to other people. And
16 we're in here trying to stop irreparable damage here. You
17 cannot take a \$65,000 loan, call this stock collateral, then
18 immediately sell without no default on the loan. That
19 agreement, we believe, is unlawful. It was with respect to
20 restricted shares.

21 If the interpretation of defendants were to be
22 accepted that he gave them all of his shares, his two
23 million shares, in exchange for \$65,000, that would be a
24 stock sale of a restricted share. It wouldn't be a loan
25 with collateral. That would be a sale. And if that were

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1 the case, there is illegality on their part, it would render
2 every other provision in the agreement meaningless if they
3 could just give you a loan, take the shares, then sell the
4 shares completely irrespective of the loan, of default of
5 amounts. That agreement fails for lack of consideration and
6 it says we may loan you up to a million and-a-half dollars
7 and you give us all of your shares and we get to do what we
8 want with them.

9 And I understand that that odd provision is in the
10 middle of all of these other provisions, but there is a body
11 of law here saying when there is something that would render
12 each and every other provision meaningless, it would also
13 make the contract illegal that we can disregard and reform
14 it under the law of New York.

15 Thank you, your Honor.

16 THE COURT: So, other than, I am trying to get the
17 papers, the opposition up --

18 MS. SALISBURY: I have ours and their opposition.
19 Give me two seconds.

20 THE COURT: Well, I'm getting it on ECF, but thank
21 you.

22 Is that the only argument that the defendants have
23 that I don't have jurisdiction?

24 MS. SALISBURY: No --

25 THE COURT: They are going to say what their

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1 argument is, not you. Thank you.

2 Do you have other arguments?

3 MR. KOGAN: Yes.

4 This is a Stock Loan Agreement, your Honor. My
5 clients are stock loan lenders. And the argument that there
6 was never a default -- the day the original shares were
7 delivered they were restricted, that was in violation of the
8 Stock Hold Agreement. My clients elected not to call the
9 default at that time, but they certainly could have.

10 THE COURT: They can sell the shares instead
11 without declaring a default.

12 MR. KOGAN: No.

13 What he did was he issued a margin call, which was
14 ignored, and when there's a margin call, the shares holding
15 collateral get sold to cover the margin.

16 THE COURT: Regarding your paragraph 10 and a bond,
17 it's not required for a TRO. It's required for a
18 preliminary injunction.

19 MR. KOGAN: What was that, Judge?

20 THE COURT: It's required of the Court to consider
21 a bond for the purposes of a preliminary injunction. It's
22 not at a TRC. I can do a bond at a TRO, but it's not
23 required as it is with a preliminary injunction. So,
24 paragraph 10 of your affidavit is just wrong.

25 Do you have anything other than your affidavit? We

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1 usually don't rely on an attorney's affidavit.

2 MR. KOGAN: Not at this time, your Honor.

3 I was going to submit a Memorandum of Law. I was
4 retained on this case on Tuesday night.

5 THE COURT: I understand.

6 Do you have your affidavits of service?

7 MS. SALISBURY: They were filed.

8 THE COURT: I'll look it up, but if you have it
9 with you, I'll take a look.

10 MS. SALISBURY: I do actually have them.

11 THE COURT: While it is true that counsel who was
12 retained on Tuesday night learned about it, you would not
13 have been the person they contacted. They may have
14 contacted general counsel or the company itself. We don't
15 know you existed.

16 MR. KOGAN: Your Honor, I can represent I spoke
17 with Mr. Skleroff (sic) late yesterday and he informed when
18 he left his office for the Bahamas, nothing had been
19 received.

20 THE COURT: Who is that?

21 MR. KOGAN: He's the general manager of America
22 2030, LLC.

23 MR. SINGH: Your Honor, I can confirm I found out
24 about the matter yesterday. I kind of scrambled to get
25 here.

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1 MS. SALISBURY: I was wondering how two days ago it
2 was referenced in their official filings, that's all, which
3 is Exhibit B to the Guzov reply affirmation, it's a Nevis
4 filing from two days ago filed by America 2030 and Bentley
5 Rothschild. Let's see.

6 "Borrower is seeking to invalidate the ML language
7 in the agreement. Borrower is seeking injunctive relief
8 from a New York court."

9 This is the basis they went in to get an
10 arbitration started. This is two days ago. It's simply not
11 true that they didn't find out about this. I'm not accusing
12 the two here who may have been told later, but that's not
13 true.

14 Friday afternoon on the 18th we spoke to a lawyer
15 who said we got your e-mail sent to the company.

16 THE COURT: You don't know who it was?

17 MS. SALISBURY: You know what, Debra Guzov is the
18 one he called. I put it in her affirmation. Mr. Stevens --
19 hold on. Steve Roberts. And what he said on a voice
20 message was -- I misspoke; I said we spoke to him. We
21 didn't speak to him.

22 We received a message from Steve Roberts in Baton
23 Rouge, Louisiana, he had been forwarded a copy of the e-mail
24 we sent to the company and he wanted to speak with Debra
25 Guzov, my partner. We called him right back and got a voice

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1 mail. We called him twice since. It's not true they didn't
2 know about this. That was Friday afternoon.

3 MR. KOGAN: Your Honor, Tuesday evening after I was
4 retained I went to the court's web site and I found the
5 order to show cause.

6 THE COURT: That's what one does when one gets
7 hired.

8 I'm looking at Plaintiff's Exhibit B to the reply,
9 which is the Nevis arbitration, where is it that they say in
10 that document that they received --

11 MS. SALISBURY: It starts on the fourth page --
12 fifth page, the arbitration application is stamped received
13 January -- it looks like this (indicating) received
14 January 21, 2019.

15 THE COURT: Right.

16 MS. SALISBURY: Party one, two, three. Next page
17 nature of dispute, second paragraph and third paragraph or
18 line.

19 THE COURT: There you go. Okay.

20 "Borrower is seeking injunctive relief from a New
21 York court."

22 Whose signature is that? The claimant?

23 MS. SALISBURY: It's dated the 20th so it's even
24 one day earlier.

25 THE COURT: Who signed it on behalf of defendant?

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1 MS. SALISBURY: I would have to ask general counsel
2 of defendant if you know who that is (indicating).

3 THE COURT: Whose signature is that?

4 MR. SINGH: Not sure, your Honor. I don't
5 recognize it.

6 THE COURT: Is that your application for
7 arbitration?

8 MR. SINGH: I did not draft this application, your
9 Honor.

10 THE COURT: Not you. Your client.

11 MR. SINGH: There is a separate arbitration
12 department that handles these matters. This did not come
13 across my desk.

14 THE COURT: Counsel told me there is an arbitration
15 application in Nevis; correct?

16 MR. KOGAN: Yes.

17 THE COURT: The only argument against the Court's
18 jurisdiction is that there is an arbitration provision
19 which, of course, does not rob this Court of jurisdiction.
20 Certainly, if a party is seeking injunctive relief in
21 support of an arbitration, so, that argument is rejected.

22 But the plaintiff still has to establish likelihood
23 of success, which I think she has established. You may be
24 right that the stock agreement allows you to make a margin
25 call, but just in terms of standing still until your legal

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1 argument can be addressed, I think it is the prudent thing
2 to stand still.

3 So, anyone who is involved with Bank of New York
4 sales of shares, is looking at contempt in violation of this
5 Court's order.

6 So, I am directing the defendants to talk to your
7 clients. This is a very serious matter. Contempt is very
8 serious here in New York. And they need to know that.
9 Depending on the circumstances, they need to know that there
10 is potential jail time for violation of this Court's order,
11 which is a valid order as of now.

12 I absolutely have jurisdiction to issue such an
13 order and particularly when it is simply to stand still
14 until the legal issues and factual issues can be resolved.

15 So, I have to say -- I understand you were rushed
16 to put in this affidavit. There is just nothing in this
17 opposition that would nothing that would give me pause about
18 continuing the TRO as a preliminary injunction. We can
19 certainly expedite things which I tried to do with the
20 argument today.

21 Also, in forming this Court's decision is the
22 possibility that someone is not just threatening to do, but
23 actually violating this Court's order and actually doing the
24 thing that the plaintiff is asking them to not do, and that
25 would be selling the shares and the irreparable harm is the

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1 effect it is having on the stock price which figuring out
2 what that effect is going to be is not easy and we can
3 certainly get an economist to do it, but I'm finding that is
4 a basis for the potential irreparable harm.

5 MR. KOGAN: Your Honor, I attached as Exhibit D to
6 my affirmation, a price chart.

7 THE COURT: Okay. As of today?

8 MR. KOGAN: It shows a drop in price from \$2 a
9 share back when it all started to 95 cents today.

10 THE COURT: That's a problem.

11 MR. KOGAN: It's a problem for both of our clients.

12 THE COURT: Right.

13 MS. SALISBURY: Can I make one correction? When
14 the loan agreement -- there was \$5.

15 THE COURT: The chart that you have there shows a
16 high of 3.75, so, yeah, this is a problem for everyone.

17 Finally, I'm finding the balancing of the equities
18 favors the plaintiff at this point, given these overwhelming
19 other two factors. So, that's the Court's decision.

20 The plaintiff can get the transcript and I will
21 so-order it.

22 Let me also say that the statement in the Nevis
23 arbitration application, I am also relying on that as proof
24 of the plaintiff having followed the Court's order in giving
25 notice and was trying to get notice to the defendants right

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1 away, and that appears to have been done.

2 The issue of service and jurisdiction not as
3 precluded by the arbitration provision, but just service of
4 process, is a different issue. I'm sure we will hear about
5 that going down the road once issues are joined.

6 So, the answer is due when?

7 MS. SALISBURY: We did a summons with notice.

8 THE COURT: You need a demand.

9 MS. SALISBURY: Or we need to do a complaint.

10 THE COURT: I don't like parties to leave without
11 giving them a date to come back.

12 MR. KOGAN: I have to file a demand for the
13 complaint and respond to the complaint.

14 THE COURT: Okay. Well, I'm going to just give the
15 case a date 30 days from now. You may have a preliminary
16 conference before that and we'll just see how things shake
17 out, but I don't want you falling off my calendar and so
18 that's more of a check in date.

19 Certainly, having made this appearance, if you
20 would like to have conferences by telephone, we have three
21 law clerks, four clerks doing conferences so that's always
22 an option. Just call Mr. Hanson and he will make those
23 arrangements.

24 MS. SALISBURY: I am going to give further notice
25 to Bank of America.

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1 THE COURT: Bank of New York or Bank of America?

2 MS. SALISBURY: Bank of New York.

3 They would probably ask I show them a copy of this
4 Court's order today. We've provided them with a TRO, but
5 will this be a written order from today or just the
6 transcript?

7 THE COURT: It's just the transcript. If you want
8 to propose or settle -- or submit an order, you can do that
9 on notice to counsel.

10 MS. SALISBURY: Okay.

11 THE COURT: Counsel of record. I will be happy to
12 do that as quickly as possible. If you want to get
13 something to me tomorrow, that's fine, but it has to be on
14 notice and I would need comments, you know, as quickly as
15 possible, okay. Let's try to get that done by Friday.

16 Thank you.

17 MS. SALISBURY: Thank you.

18 MR. KOGAN: Thank you, your Honor.

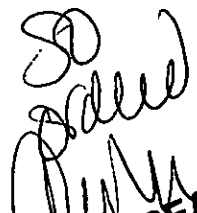
19 MR. SINGH: Thank you, your Honor.

20 ** ** *

21 This is certified to be a true and accurate
22 transcription of my stenographic notes.

23 
24 CAROLYN BARNA
25 SENIOR COURT REPORTER

cb


HON. ANDREA MASLEY
3/25/19

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At IAS Part 48 of the Supreme Court of the State of New York, held in and for the County of New York, at the Courthouse located at 60 Centre St, New York, NY, on the 14th day of January 2019.

P R E S E N T :

Hon. Andrea Masley, J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
BRENT SATTERFIELD,

Plaintiff,

-against-

VSTOCK TRANSFER, LLC, AMERICA 2030
CAPITAL, LLC (a/k/a BENTLEY ROTHSCHILD
CAPITAL LTD CORP.), and BENTLEY ROTHSCHILD
CAPITAL LTD CORP.

Defendants.
-----X

Index No.
650311/2019

**PROPOSED
PRELIMINARY
INJUNCTION
ORDER**

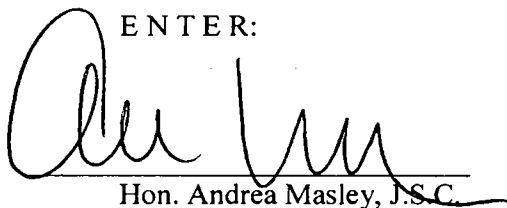
Upon review of the Affidavit of Brent Satterfield sworn to on January 16, 2019, with exhibits, the Emergency Affirmation of Debra J. Guзов, Esq. dated January 16, 2019, the Affidavit of Brent Satterfield sworn to on January 18, 2019, with exhibits, the Emergency Affirmation of Anne W. Salisbury, Esq. dated January 18, 2019, Plaintiff's Memoranda of Law, the Affirmation of Simon Kogan, Esq. dated January 23, 2019, with exhibits, and all prior proceedings herein, and due deliberation having been had,

IT IS HEREBY ORDERED, that pending further order of this Court, Defendants VStock Transfer, LLC, America 2030 Capital, LLC, and Bentley Rothschild Capital Ltd Corp., and each of their owners, managers, members, officers, directors, representatives, principals, successors or assigns, are hereby enjoined and restrained from selling, transferring, assigning, encumbering or otherwise disposing of any shares of Co-Diagnostics, Inc. which are the subject of this action;

and


IT IS FURTHER ORDERED that a copy of this Order may be served upon any third party, including without limitation any broker, transfer agent, or the Depository Trust Company or its affiliates, in order to effect the injunction provided herein.

ENTER:



Hon. Andrea Masley, J.S.C.

HON. ANDREA MASLEY

No Oppositi on counter served filed. 
HON. ANDREA MASLEY